



PATENT
Attorney Docket No. 07481.0049-00000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of :)
Satoshi SUDA et al.) Group Art Unit: 1797
Application No.: 10/584,305) Examiner: VASISTH, Vishal V.
Filed: June 23, 2006)
For: METAL WORKING FLUID) Confirmation No.: 8969
)
)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER

Assignee, Nippon Oil Corporation, duly organized under the laws of Japan and having its principal place of business at 3-12, Nishi-shimbashi 1-chome, Minato-ku, Tokyo, Japan 105-8412 represents that it is the assignee of the entire right, title, and interest in and to the above-identified application, Application No. 10/584,305, filed June 23, 2006 for METAL WORKING FLUID in the names of Satoshi SUDA, Hideo YOKOTA, and Masanori IBI, as indicated by assignment duly recorded in the United States Patent and Trademark Office at Reel 018050, Frame 0908 on June 23, 2006. Assignee, Nippon Oil Corporation, further represents that it is the assignee of the entire right, title, and interest in and to U.S. Patent Application No. 12/076,978, which is a continuation application of U.S. Application No. 10/473,863, by virtue of the assignment

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from the inventors of the parent application No. 10/473,863, duly recorded in the United States Patent and Trademark Office at Reel 014993, Frame 0399 on January 3, 2004.

To obviate a double patenting rejection, Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application that would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of pending reference application No. 12/076,978. Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the patent granted on the reference application to which the above disclaimer is directed to are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of any patent granted on reference application No. 12/076,978, as presently shortened by any terminal disclaimer, in the event that any such patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated before the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule in 37 C.F.R. § 1.20(d), the required fee of \$140.00 is being filed with this disclaimer.

If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to Deposit Account 06-0916. If a fee is required for an extension of time under 37 C.F.R. § 1.136 not accounted for above, such an extension is requested and the fee should also be charged to Deposit Account 06-0916

The undersigned is an attorney of record.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: August 19, 2009

By: 
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